



Council Report

776 N.E. 125 Street, North Miami, Florida 33161

To: The Honorable Mayor and City Council

From: Leonard Burgess, Chief of Police

Date: June 23, 2015

RE: Proposed Resolution Approving the execution of a Memorandum of Understanding between the City of North Miami and Forensic Logic, Inc.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Memorandum of Understanding with Forensic Logic, Inc.

BACKGROUND

It is to the advantage of the City of North Miami to enter a Memorandum of Understanding with Forensic Logic, Inc. in order to aggregate data that is relevant to the reduction of and defense against criminal activity, and provide mechanisms for local, state, and federal agency partners to query such aggregated data.

Attachments

Proposed Resolution
Proposed Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND FORENSIC LOGIC, INC. TO PROVIDE FOR THE NORTH MIAMI POLICE DEPARTMENT'S PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL (LEAP) SYSTEM; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and Forensic Logic, Inc. are desirous of entering into a Memorandum of Understanding (MOU) with each other to provide for the North Miami Police Department's participation in the Law Enforcement Analysis Portal (LEAP) system; and

WHEREAS, Forensic Logic, Inc. possesses technology known as the LEAP system which serves as a data center for law enforcement records information; and

WHEREAS, the LEAP system aggregates data relevant to the reduction of criminal activity and provides mechanisms for local, state and federal agency partners to query such aggregated data; and

WHEREAS, this MOU will provide for the North Miami Police Department's (NMPD) access to the LEAP system and contribution of data to the system; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding agreement for this purpose will benefit the residents of the City and should be entered into with Forensic Logic, Inc.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Approval of Memorandum of Understanding Agreement. The Mayor and City Council of the City of North Miami, Florida, hereby approve the Memorandum of Understanding Agreement between the City of North Miami and Forensic Logic, Inc., attached hereto as "Exhibit 1".

Section 2. **Authority of City Manager.** The City Manager is hereby authorized to execute the Memorandum of Understanding Agreement attached hereto as "Exhibit 1" with Forensic Logic, Inc.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL

This Memorandum of Understanding ("MOU") is entered into by and between Forensic Logic, Inc. ("FLI") and City of North Miami, FL, by and through its department, the North Miami Police Department ("NMPD") hereof (each a "Party" and collectively, the "Parties"), as of the date last signed by a Party below (the "Effective Date").

1. **Purpose.** FLI possesses certain technology known as the Law Enforcement Analysis Portal and an associated data center (collectively, the "LEAP System"), which (i) aggregates data relevant to the reduction of and defense against criminal activity, and (ii) provides mechanisms for local, state and federal agency partners to query such aggregated data. The purpose of this MOU is to establish the terms and conditions by which each Party may access and use the LEAP System and the data contained therein.
2. **Contribution of Data to LEAP System.** From time to time, the NMPD may contribute data to FLI for use in the LEAP System ("NMPD Data"). Any and all contribution of the NMPD Data to the LEAP system is done at the discretion of the NMPD. The NMPD shall retain all right, title and interest in and to all NMPD Data except as otherwise provided in this MOU. The NMPD hereby grants to FLI the limited rights (i) to use, reproduce, store and distribute NMPD Data within the LEAP System, including the right to make NMPD Data available to law enforcement subscribers of the LEAP System, and (ii) to the extent NMPD Data is public data, i.e., data that would be releasable pursuant to a request under the Freedom of Information Act or the relevant state public records law ("Public Data"), to use, reproduce, store and distribute (including the right to permit third parties to use, reproduce, store and distribute) Public Data for any purpose. Upon the NMPD's request, FLI shall provide reasonable technical assistance to the NMPD for the extraction and submission of NMPD Data to the LEAP System. The NMPD is solely responsible for the accuracy of its Data.
3. **Use of LEAP Data.** From time to time, the NMPD may desire to use data previously contributed by another agency to FLI and stored within the LEAP System ("Contributed Data"). The NMPD shall receive no right, title or other interest in or to any Contributed Data except as provided in this MOU. FLI hereby grants to the NMPD the limited right for each of its Authorized Users (as defined below) to access and use the LEAP System and Contributed Data solely for law enforcement purposes. The NMPD shall not take any enforcement action based on Contributed Data without first verifying the accuracy and current status of such information with the contributing agency.
4. **Classified Information.** The NMPD may not use the LEAP System for any purpose other than a law enforcement investigation, reporting or prosecution purpose. The NMPD agrees that it shall only insert classified data into portions of the LEAP System specifically designated by FLI as a repository for intelligence information, and agrees that it shall adhere to all procedures for the handling of such classified information as determined by CJIS. The NMPD shall not insert classified data into any other portions of the LEAP System or otherwise compromise the law enforcement capabilities of the LEAP System.
5. **Compliance with Laws.** Each Party represents, warrants and covenants that it shall adhere to the LEAP Manual of Administrative and Operational Guidelines ("MAOG") and all other local, state and federal laws, rules and regulations applicable to the exercise of its rights and performance of its obligations hereunder (collectively, "Applicable Laws").
6. **Data Security; Audit.** FLI shall secure the LEAP System in accordance with FBI-CJIS guidelines and Applicable Laws. FLI shall record all users' access to and use of the LEAP System, and shall analyze all such access and use for misuse and/or unusual activity. Periodically, FLI shall prepare a report itemizing any such misuse and/or unusual activity and shall promptly provide each such report to the NMPD. The NMPD shall be solely responsible for performing any necessary follow-up in accordance with NMPD's internal policies and all Applicable Laws. If FLI reasonably believes that NMPD may not be in compliance with Applicable Law, FLI shall provide written notice of such belief to the NMPD and the NMPD shall have thirty (30) days from receipt of such written notice to make available to FLI its books and records for inspection so as to allow FLI to assess NMPD's compliance with Applicable Laws. If the NMPD does not timely permit FLI to inspect its books and records, or if during the conduct of such audit it is determined, in FLI's sole discretion, that the NMPD has violated any Applicable Law, FLI may

immediately terminate this MOU as provided in Article 8 herein.

7. **Agency Point of Contact.** Consistent with the requirements of CJIS and Applicable Laws, the NMPD hereby appoints the point of contact identified on Attachment A as its single point of contact for any questions or issues arising under this MOU ("NMPD POC"). The NMPDPOC shall be responsible for: (i) authorizing NMPD individuals to access and use the LEAP System ("Authorized Users"); (ii) removing Authorized Users from the LEAP System when they leave the NMPD or otherwise become ineligible for access; (iii) ensuring that all Authorized Users are adequately trained with respect to the LEAP System and all Applicable Laws; and (iv) communicating with FLI. The NMPD shall promptly notify FLI and update Attachment A whenever the NMPDPOC is replaced by a new person.

8. **Term and Termination.** This MOU is effective as of the Effective Date and shall continue until terminated by a Party in accordance with this MOU. FLI may immediately suspend NMPD's access to the LEAP System and/or terminate this MOU at any time if FLI determines, in its sole discretion, that the NMPD has breached this MOU or violated any Applicable Law; provided, however, that FLI may reinstate NMPD's access to the LEAP System upon the receipt of satisfactory assurances that the NMPD has corrected such violations and taken appropriate measures to prevent future violations. Either Party may terminate this MOU (including all rights to access the LEAP System) for any reason or no reason whatsoever upon thirty (30) days' prior written notice.

9. **Disclaimer of Liability.** Each PARTY participating in the LEAP system pursuant to this Memorandum of Understanding (MOU) agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.

10. **Miscellaneous.** Each Party represents, warrants and covenants that it has legal authority to enter into this MOU. This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and an electronic, photocopy or facsimile signature shall be as valid as the original. This Agreement (including Attachment A and the LEAP User Agreement, each of which is hereby incorporated by reference) supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement. The provisions of this MOU are solely for the benefit of the Parties and are not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated.

FORENSIC LOGIC, INC.

City of North Miami

Name: _____

Title: _____

Date: _____

Leonard Burgess, Chief of Police
North Miami Police Department

**MEMORANDUM OF UNDERSTANDING
FOR PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL**

ATTACHMENT A: POINT OF CONTACT INFORMATION

Participating Agency	North Miami Police Department
Address	700 NE 124 th Street North Miami, Florida 33161
Agency Point of Contact	
Title	
Phone Number	
E-Mail Address	